The undersigned hereby affirms that there is no Social Security number contained in this document

PARCEL # 003-131-25 After Recording Please Return to:

RNDC

DEED OF TRUST

Housing Administrator 1320 E. Aultman Ely, NV 89301

Recording requested By FIRST AMERICAN TITLE COMPANY

Lincoln County - NV Leslie Boucher - Recorder

Fee: \$16.00 RPTT

Page 1 of 3 Recorded By: AE

Book- 282 Page-



This DEED OF TRUST, made this day of Sein 7 between JAYSON STEVENS, a married man, hereinafter named TRUSTOR, and FIRST AMERICAN TITLE COMPANY, hereinafter named TRUSTEE, and NEVADA HOUSING DIVISION, hereinafter named BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY grants, transfers and assigns to TRUSTEE in trust with power of sale, that property located in the County of LINCOLN Nevada, legally described as follows:

LOT 3 AS SHOWN ON MAP ENTITLED "MAP OF REVERSION" RECORDED AUGUST 7, 2007 AS DOCUMENT NUMBER 0129636 IN BOOK C, PAGE 0347, RECORDS OF LINCOLN COUNTY NEVADA.

And more commonly known as 750 HOLT, LINCOLN, COUNTY of NEVADA.

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said real property, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY,

FOR THE PURPOSE OF SECURING total amount of Down Payment Assistance Agreement (including any and all change orders executed subsequent to the date of this Deed of Trust) and payment of any indebtedness evidenced by and accruing under said Down Payment Assistance Agreement in the principal sum of TEN THOUSAND DOLLARS AND 00/100 (\$10,000) executed by TRUSTOR in favor of BENEFICIARY, or order.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in:

HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92, Subpart F--Project Requirements, \$92.254 Qualifications as affordable housing:

homeownership.(a)(5)(ii) Recapture. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds invested in the property.

- (A) The following option for recapture requirements is acceptable to HUD.
 - (1) Shared net proceeds. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2), above, of this section) plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

HOME investment	X	Net proceeds = HOME amount to be recaptured
HOME investment + homeowner investment		
homeowner invest	X	Net proceeds = amount to homeowner
IIOME investment + homeowner investment		\ \

By execution of this Deed of Trust that those provisions included in the Rural Nevada Development Corporation Down Payment Agreement executed by TRUSTOR hereby incorporated herein by reference and made part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and obligations, and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

<u>THE UNDERSIGNED</u> TRUSTOR request that a copy of any Notice of Default and of any Notice of Sale hereunder, be mailed to him/her, or his/her authorized agent at the address herein set forth:

RURAL NEVADA DEVELOPMENT CORPORATION 1320 E. AULTMAN ELY, NV 89301 Jayson flor XYSON STEVENS

9/27/13

STATE OF NEVADA
COUNTY OF Lincoly

On this 27 day of Seventer, 2013 JAYSON STEVENS personally appeared before me, a Notary Public, and executed this document.

SEPTEMBER BARNES
Notary Public State of Newada
No. 08-6185-11
My appt. exp. Mar. 26, 2016

NOTARY PUBLIC